

11-1200-179

State Auditor Number

DEPARTMENT OF EDUCATION
STATE OF SOUTH DAKOTA
LETTER OF AGREEMENT
FOR CONSULTANT SERVICES BETWEEN

(Dakota State University)	(Office of Curriculum Career & Technical Education)
(Attn: Lynette Molstad-Gorder)	(800 Governors Drive)
(820 N. Washington)	AND (Pierre, SD 57501-2294)
(Madison, SD 57042)	()
(Hereinafter referred to as Consultant)		(Hereinafter referred to as State)

The State hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT:

- A. The Consultant services on this agreement commence July 1, 2010 and shall end June 30, 2011.
- B. The Consultant is a State Agency.
- C. The Consultant agrees to:
 1. Fulfill the duties as Future Business Leaders of America (FBLA) Executive Secretary. The duties include:
 - a. Planning, organizing, correcting, totaling scores and finding judges for the State spring competition conference.
 - b. Ordering all of the competition awards.
 - c. Assist the State FBLA Advisor plan the Fall and Spring conferences including the schedules.
 - d. Help promote FBLA to business and industry and to schools which do not have a FBLA chapter.
 - e. Act as the secretary to the advisory committee and keep the minutes on file.
 - f. Assist the State FBLA Advisor as needed including scheduling, printing of the booklets and other items which need to be in the communication about the State chapter.
 - g. Be in contact with the National FBLA office and provide them with information as needed.
 - h. Act as liaison between the State office and the chapter via contact with the local chapter advisers. Provide the local chapters assistance as needed.
- D. The Consultant agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

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II. THE STATE:

- A. The State will make a total payment upon satisfactory completion of the services on the contract not to exceed \$13,000.00. Payment will be made in installments for services as they are performed, upon receipt of an itemized invoice submitted by the Consultant and approved by the State.
- B. The State will pay Consultant expenses as a separate item not to exceed \$1,004.00. This payment will be included in the total payment listed in section II.A. above. Meal and mileage expenses will be paid at State rates. Lodging expenses will be paid at actual rates not to exceed \$100.00 per night, if State rates are not available and receipts will be required.
- C. The State does not agree to perform any special provisions.

III. SUPERCESSION PROVISION: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

IV. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.

V. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.

VI. INSURANCE PROVISION: The State does not require an insurance provision.

VII. CONTROLLING LAW PROVISION: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

VIII. COMPLIANCE PROVISION: Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

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- IX. **DEFAULT PROVISION:** This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
- X. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** Consultant is required to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- XI. **NONDISCRIMINATION CLAUSE:** Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Services Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.
- XII. **DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION PROVISION:** Consultant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency; have not, within a three (3) year period preceding the awarding of this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract

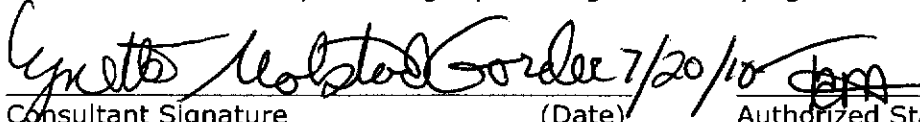


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under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications, or destruction of records, making false statements, or receiving stolen property, or have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

In witness hereto the parties signify their agreement by signature affixed below:

	7/20/10		7/22/16
Consultant Signature	(Date)	Authorized State Representative	(Date)
	7-20-10	Department of Education	

State Agency Coding: (Center/Company/Account)
State Agency contact who can provide additional
information regarding this contract:

1221110L01D1/2024/52041300Z

Gerald Gramm (605) 773-4673